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CARIBBEAN AND CENTRAL AMERICAN EMERGENCY
COOPERATIVE WORKING AGREEMENT

FMC Agreement No. 201338

A Cooperative Working Agreement

Expiration Date: December 31, 2020

This Agreement has not been published previously.

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EMERGENCY COOPERATIVE WORKING
AGREEMENT

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ARTICLE 1: NAME OF AGREEMENT

The name of the agreement is the Caribbean and Central American Emergency Cooperative Working Agreement (hereinafter "the Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of the Agreement is to enable the Parties (as hereinafter defined) to minimize the impact of the coronavirus pandemic on each of them while simultaneously enabling each of them to maintain a high level of reliable service to their respective customers.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement (hereinafter referred to individually as a "Party" and jointly as the "Parties") are listed in Appendix A hereto.

ARTICLE 4: GEOGRAPHIC SCOPE OF AGREEMENT

The Agreement covers the trade between ports on the Atlantic and Gulf Coasts of the United States (Eastport, Maine to Brownsville, TX range and including Puerto Rico) and ports in the countries listed in Appendix B hereto. All of the foregoing is hereinafter referred to as the "Trade."

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Vessels; Routing; Scheduling.

The Parties are authorized to meet (in person or by other means), discuss, and agree upon: (a) the removal of one or more vessels from the Trade or a portion thereof; (b) the coordination of their respective shipping timetables, sailing dates, or dates of call; (c) determination of the frequency of their respective sailings or calls; (d) the coordination or allocation of their respective sailings or calls; (e) the carrying capacity offered by each of them. In connection with such discussions and agreements, the Parties are authorized to share information regarding their deployed capacity and their anticipated cargo volumes.

5.2 Chartering of Space.

(a) The Parties are authorized to charter space to/from one another in connection with the removal of one or more vessels from the Trade. As used herein, a Party who charters vessel capacity from another Party is the "charterer", a Party whose vessel capacity is chartered by another Party is the "underlying carrier", and the shipper who tenders the cargo to the charterer is the "underlying shipper."

(b) Any Party may advise any other Party at any time of the need for, or the availability of, vessel capacity for chartering purposes. Space/slot chartering shall be strictly voluntary. No Party shall be obligated to charter space or slots to or from any other Party except as any Parties may, from time to time, mutually agree.

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(c) Cargo shipments made pursuant to this Agreement shall be consigned to the charterer and transported by the underlying carrier on a contract basis.

(d) Compensation for any shipments under space/slot charter arrangements, the types and sizes of containers that will or will not be accepted, any restrictions on the type of cargo that will or will not be accepted (e.g., dangerous/hazardous cargo, out of gauge cargo, non-containerized cargo), and the administrative and operational aspects of such chartering arrangements (e.g., booking notice and procedures, vessel cut-off dates, points of contact, and payment terms and conditions) shall be bi-laterally agreed upon by the Parties involved.

(e) Nothing herein shall be construed as a demise or partial demise of any vessel of any Party. At all times during any voyage on which cargo, containers or other equipment are carried pursuant to the terms of a space/slot charter arrangement entered into hereunder, the Master, his delegates, the officers and crew, shall be and remain the employees and agents of the underlying carrier only and shall not be or be deemed to be the employees or agents of the charterer.

(f) The charterer(s) and underlying carrier(s) shall make such operational and administrative arrangements as may be needed to conduct and perform space/slot chartering pursuant hereto, and shall exchange such operational data relating to available vessel capacity and cargo to be carried as they may require for that purpose.

(g) An underlying carrier will ensure that its personnel will, in accordance with any instructions of the charterer, maintain, repair, and inspect the charterer's equipment.

5.3 Liabilities

(a) The charterer shall, with respect to the underlying shipper, employ its regular bill of lading. The charterer shall be liable to the underlying shipper and shall receive and process claims for cargo loss and damage in the same manner and to the same extent and degree as if the cargo had been transported on the charterer's own vessel. The charterer shall indemnify and hold harmless the underlying carrier for damage to property, death, injury or illness resulting from misdescription of goods, improper stowage of goods within containers, or defect in the construction of containers tendered by the charterer to the underlying carrier. The charterer shall also indemnify the underlying carrier for any fines, penalties, duties or other expenses imposed on the latter due to errors in cargo manifests or any other documents, whether furnished by the charterer or the underlying shipper, if the charterer is liable for such errors.

(b) The underlying carrier shall indemnify the charterer, as provided in the U.S. Carriage of Goods by Sea Act, for liability to the underlying shipper in connection with any loss or damage to property caused by the underlying carrier.

5.4 No Commercial Discussions/Agreements; No Joint Terminal Negotiations.

(a) Nothing herein shall authorize the Parties to allocate customers, markets, or cargoes among themselves. Nothing herein authorizes the Parties to discuss or agree on the terms and conditions upon which any Party provides service to any of its customers.

(b) Nothing herein shall authorize the Parties to negotiate jointly with marine terminal operators.

ARTICLE 6: OFFICIALS OF AGREEMENT AND DELEGATION OF AUTHORITY

The Parties may, but need not, appoint an Agreement Coordinator, to assist who shall have the duty and the authority to ensure adherence to the terms and the conditions of the Agreement. All

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expenses arising from the maintenance and administration of this Agreement shall be prorated among the signatories in equal shares.

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Any amendment to this Agreement may be executed by its Coordinator or Counsel for and on behalf of, and at the direction of, the signatories.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Any common carrier by water providing containerized shipping services and regularly scheduled sailings in the Trade may become party to this Agreement on equal terms and conditions. Any Party may withdraw from this Agreement without penalty by giving the Agreement Coordinator at least 60 days' written notice of its intention to withdraw. If the parties have not appointed an Agreement Coordinator, the 60 days' written notice shall be given to each of the other Parties. Any Party may be expelled from this Agreement, by a unanimous less one vote of all Parties, for failure to abide by the terms and conditions of this Agreement.

ARTICLE 8: VOTING

Except as otherwise agreed, all decisions implementing the Agreement shall be by unanimous vote of the Parties. Any amendment to this Agreement shall be by unanimous vote of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

The effective date of this Agreement shall be the date it becomes effective under the Shipping Act of 1984. The Agreement shall remain in effect until December 31, 2020, unless terminated by unanimous vote of the Parties.

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ARTICLE 10: LAW AND JURISDICTION

This Agreement will be governed by and construed in accordance with the general maritime laws of the United States, and in accordance with the laws of Florida with respect to issues not covered by the general maritime laws of the United States. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Southern District of Florida for the purpose of any dispute arising concerning this Agreement or its subject matter, construction, or effect.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this ____ day of March, 2020.

CROWLEY CARIBBEAN SERVICES, LLC/
CROWLEY LATIN AMERICA SERVICES, LLC
(acting as a single party)

By: 
Name: Steve Collar
Title: Sr. Vice President

KING OCEAN SERVICES LIMITED, INC.

By: _____
Name:
Title:

SEABOARD MARINE LTD.

By: _____
Name:
Title

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this ____ day of March, 2020.

CROWLEY CARIBBEAN SERVICES, LLC/
CROWLEY LATIN AMERICA SERVICES, LLC
(acting as a single party)

By: _____
Name:
Title:

KING OCEAN SERVICES LIMITED, INC.

By: Christina Garcia
Name: Christina M. Garcia
Title: Director of Pricing

SEABOARD MARINE LTD.

By: _____
Name:
Title

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this ____ day of March, 2020.


CROWLEY CARIBBEAN SERVICES, LLC/
CROWLEY LATIN AMERICA SERVICES, LLC
(acting as a single party)

By: _____
Name:
Title:

KING OCEAN SERVICES LIMITED, INC.

By: _____
Name:
Title:

SEABOARD MARINE LTD.

By:  _____
Name: Stephen C. Irick, Jr, Esq.
Title: V.P and General Counsel

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APPENDIX A – MEMBERS

Crowley Caribbean Services, LLC/Crowley Latin America Services, LLC
(acting as a single party)
9487 Regency Square Blvd.
Jacksonville, FL 32225

King Ocean Services Limited, Inc.
11000 NW 29th Street
Miami, Florida 33172

Seaboard Marine Ltd.
8001 NW 79th Avenue
Miami, FL 33166

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SUBSTITUTE ORIGINAL APPENDIX B – GEOGRAPHIC SCOPE

Dominican Republic
El Salvador
Guatemala
Haiti
Honduras
Leeward/Windward Islands
Nicaragua